

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE US GEOLOGICAL SURVEY AND
THE SOUTHEAST REGION OFFICE,
US ARMY INSTALLATION MANAGEMENT AGENCY

SUBJECT: Memorandum of Understanding (MOU) between the US Geological Survey (USGS) and the Southeast Region Office (SERO), US Army Installation Management Agency.

1. PURPOSE. This MOU is entered into by and between the USGS and the SERO, for the purpose of establishing the respective responsibilities of parties for delivering technical assistance and related services to enable SERO Installations to meet and sustain compliance with all applicable environmental laws and regulations.

2. REFERENCES.

- a. Executive Order 12088, Federal Compliance with Pollution Control Standards.
- b. Executive Order 12856, Federal Compliance with Right-to-know Laws and Pollution Prevention Requirements.

3. BACKGROUND.

a. References 2a and 2b define the responsibilities of Federal agencies regarding prevention, control, and abatement of environmental pollution. The Army is responsible for compliance with all applicable pollution-control standards.

b. In order for SERO to meet the requirements of the referenced executive order, SERO must obtain additional technical advice and regulatory expertise. The USGS has demonstrated exceptional technological capabilities that are extremely helpful in this regard.

4. SCOPE. The USGS agrees to provide support within the scope of USGS scientific capabilities to SERO and its installations by applying technologies, scientific skills, and analytical tools in the areas of compliance, pollution prevention, restoration, conservation, and all other areas of concern. It is also understood that the ability of the USGS to conduct requested work will depend on the availability of qualified staff. The scope of the USGS technical services includes the following items:

a. Site Characterization. The USGS will conduct preliminary assessment/site investigations (PA/SI) and/or Remedial Investigation/Feasibility Studies (RI/FS) or other hydrogeologic investigations at designated SERO installations. Investigations may determine baseline environmental conditions or estimate the magnitude, direction, rates of movement, and extent of contaminants. Field investigations will result in a report. The investigations will be designed to complement and support other investigations or design activities relating to the installation and will help develop regulatory compliance approaches at SERO installations.

b. Prioritizing Water Resources. The USGS will assist in prioritizing SERO's surface and ground water resources to predict the susceptibility of these water resources to acts of terrorism.

c. Prioritizing Environmental Requirements on SERO Installations. The USGS will assist SERO in identifying and prioritizing environmental requirements, providing solutions based on cost and risk-based decision tools, and integrating these solutions at SERO installations.

d. Providing Technical Support to SERO. The USGS will provide technical support to SERO for these activities within the scope of USGS scientific capabilities and technical expertise, authority to approve/disapprove recommendations and any proposed action will remain with SERO. Technical support includes, but is not limited to, the preparation of descriptions of proposed actions and alternatives (DOPAA), environmental assessments (EA), environmental impact statements (EIS), findings of no significant impact (FONSI), and other associated decision documents, wetland delineations, hydrologic and water-quality aspects of real property environmental baseline surveys, and mitigation plans. This work includes, but is not limited to, data-collection design and development; interpretation; sampling and analysis of hydrological, water quality, and geophysical data; environmental impact evaluation; report preparation; special environmental planning of natural and cultural resource studies; and attendance at meetings and hearings.

e. Conducting Quality-Assurance/Quality-Control (QA/QC) Reviews. The USGS may review chemical sample data from hazardous material sites to assure the integrity of the data generated. The USGS will review the chemical data to ensure that adequate QA/QC procedures were followed. The USGS also will provide independent analytical services and methods (where applicable) to assure the validity of the data.

f. Providing Support for Emergency Actions at SERO Installations. The USGS personnel may be requested to comment on hydrogeological aspects (not to include engineering design) of emergency remedial actions, such as hazardous substance releases and other related actions.

g. Conducting Hydrologic Studies. When requested by SERO and agreed to by the USGS, the USGS will (1) undertake hydrological studies to define ground-water and(or) surface-water resources at SERO installations and facilities; (2) design appropriate ground-water and(or) surface-water management practices; (3) help to assess future water-supply needs; (4) conduct reservoir-sedimentation studies; (5) determine water budgets; (6) conduct flood-frequency studies; (7) conduct land-degradation studies; (8) conduct studies to determine the impact of

various land-use activities on water resources at SERO installation; and (9) Prioritize SERO's pollution sources based on risk to surface and ground water resources.

h. Conducting Research and Development Studies. Within the scope of USGS scientific capabilities, the USGS will conduct studies of a wide range of environmental issues at SERO installations. The scope of work may include determining the feasibility of potential corrective actions to improve the quality of surface-water bodies and aquifers, and the development of techniques and methods to measure and delineate specific contamination problems more effectively and efficiently. The work also may include the characterization of geology to facilitate the placement of landfills, buildings, and other structures.

i. Providing Technical Information. The USGS will supply, within 14 days of SERO of publication requests from existing USGS reports and(or) files, any area-specific ground-water data, supporting geologic and(or) hydrogeologic data, and surface-water chemical- and physical-quality data.

j. Providing Maps, Geospatial Data, Geospatial Data Products and Services. Such services include (1) general purpose topographic maps, digital elevation and other standard digital cartographic data, and multi-resolution land cover, and land-sensing imagery; (2) assistance in setting data standards; (3) assistance in data-base design and development; (4) integration of multiple data sets; (5) geographical information system (GIS) data analysis and data display applications; (6) application of remote sensing and geographical information system skills to determine impacts and changes to natural resources; and (7) data-base archival and maintenance.

k. Providing Technical Support for Court Proceedings. As related to specific litigation, the USGS may be asked to testify about the ground-water system, the nature of the contamination, and the transport of contaminants in the ground water. Testimony will be limited to materials published (and/or) prepared by USGS personnel. The USGS personnel will not be considered to be expert on engineering aspects of mitigation procedures or on policy aspects of the SERO course of action, and will not be asked to testify on Army policy questions.

l. Attending Meetings. In appropriate circumstances, SERO may invite USGS to provide technical expertise at environmental meetings.

m. Providing Technical Analysis. When requested by SERO, USGS personnel will assist in developing, maintaining, and analyzing environmental data bases. The USGS will provide the expertise to evaluate the data bases in order to evaluate and report findings on environmental conditions, such as plume patterns, and the frequency of occurrence of potentially hazardous compounds.

n. Providing Temporary Personnel Assignments. At the request of SERO (subject to the availability of staff and the execution of necessary appropriate personnel documents), the USGS will temporarily assign USGS professionals to SERO at Fort McPherson, Georgia, or at any other mutually agreed upon locations. Such assignments may be up to 4 years in duration and may be

extended by mutual agreement between all parties. These professionals will assist SERO as project managers and advisors in environmental matters. This action will be covered by a separate Memorandum of Agreement (MOA) between SERO and the USGS and will become an amendment to the basic MOU.

o. Providing Analytical Chemistry Analyses. The USGS, when requested by SERO, will provide chemical analyses of water, soil, and hazardous-waste samples collected in support of SERO activities.

p. Providing Technical Instruction to SERO. Upon request, the USGS will provide instruction to SERO. This instruction may include methods of collecting surface- and ground-water quality samples, measurements of water levels in wells and surface-water bodies, measurement of discharge rates from pumpage wells and surface-water bodies, and management of water-supply and water-quality records. Other instruction may include the use of USGS computer models for various hydrological and(or) contamination problems, techniques to measure reservoir capacity for drinking-water supplies, and use of USGS field instruments.

q. Providing Training to SERO. The USGS currently offers a broad range of courses on hydrology, water-quality, geochemistry, data-management, computer model-simulation, ground water, surface water, and geophysics (surface and borehole). Training will be provided either at the USGS National Training Center or at another mutually agreeable site.

5. UNDERSTANDINGS, AGREEMENTS, SUPPORT, AND RESOURCE NEEDS.

a. SERO and USGS representatives are as follows:

For SERO:

Mr. Rudy Stine
Chief, Environmental Branch, SERO
SFIM-PW-E
Fort McPherson, GA 30330-6000
(404) 464-0773, FAX (404) 464-1622, E-mail: rstine@forscom.army.mil

For USGS:

Mr. John D. Powell
US Geological Survey
12201 Sunrise Valley Drive
Reston, VA 20192
(703) 648-4169, FAX (703) 648-5722, E-mail: jdpowell@USGS.gov

b. Funding. The SERO shall, subject to the availability of funds, fund all costs of assistance for tasks provided under this MOU. The SERO shall provide funds in advance of the commencement of work or the issuance of any obligation of the USGS for any task assigned. The SERO shall provide the USGS the full amount of estimated expenses by delivering a DD Form 448, Military Interdepartmental Purchase Request (MIPR). If the actual cost to the USGS is forecast to exceed the amount of funds available, the USGS shall promptly notify SERO of the amount of additional funding necessary to pay for the assistance. The SERO shall either provide the additional funds to the USGS, limit the scope of the assistance to that which can be financed by available funds, or direct termination of the project. Should SERO not exercise any of the above options, the USGS may immediately terminate the project. Nothing herein shall require the USGS to continue performance beyond a level that can be supported by advance funds provided by SERO.

c. Billing. Billing will be performed by the USGS. Billing will be conducted monthly for costs recorded during the previous month on an SF Form 1080 for reimbursement to the USGS on the basis of actual costs incurred.

d. Acceptance of Funds. Funds shall be considered obligated upon USGS acceptance of said funds (signature on DD Form 448-2-E, Acceptance of MIPR). Performance by the USGS or its contractor shall continue until one or more of the following conditions are met:

1. Completion of the Statement of Work and task closeout.
2. Expenditures/commitments equal the amount authorized for the task.
3. Task termination by either party to the agreement.
4. Work completion dates mutually agreed upon by both parties.

e. Application Laws and Regulations. Nothing in this MOU relieves any applicant, grantee, consultant, contractor, subcontractor, or any other party from any obligations imposed upon them by law, regulation, and other applicable requirements.

f. Records and Reports. The USGS shall establish and maintain records and receipts of expenditures of funds provided by SERO. Records shall be maintained in sufficient detail to permit identification of the of the expenditures made by the USGS and shall be made available for inspection by officials of SERO upon request. The USGS shall provide status reports, briefings, and other necessary information on any work conducted.

g. USGS Technical Reporting Requirements.

1. Report Processing: The results of activities conducted by the USGS for SERO will be provided to SERO in a format prescribed by or acceptable to SERO. A first draft report will be provided to SERO for internal comment. Comments will be provided to the USGS within 45 days of receipt of the draft by SERO. A second draft will be prepared which addresses comments received; the second draft will be processed through normal USGS channels for USGS approval. The second draft also will be provided to SERO for comment at the time it is

submitted by the originating USGS office for USGS approval, for release to SERO. Differences of opinion related to comments provided by SERO to the USGS concerning either the first or second draft will be resolved by negotiation to the mutual satisfaction of both parties. Although sensitive information is rarely present in the types of reports expected to be generated under this agreement, the USGS must receive specific approval from SERO before release for publication of any information gathered under this agreement. A standard form to obtain this approval can be developed to be submitted along with the second draft of the report.

2. The SERO comment process will be completed and (or) acceptance provided by SERO to the USGS within 120 days of receipt of the second draft report by SERO. Upon acceptance of the second draft by SERO, the USGS will prepare the final report. It is agreed that the USGS will not release reports to outside parties except as required under Federal law. Acceptance of the second draft and the return of the signed approval form will constitute approval by SERO for the USGS to publish the information gathered in the study in a USGS report series or in a scientific journal. The USGS also will provide an electronic version of any report in a form agreed upon by both parties. Such USGS reports will reference SERO as the sponsoring agency. Upon approval for the release of the report by SERO, the results of the report and all data collected as part of the investigation will be made available for use by the USGS in related work and will require no additional approval.

3. Publication of Reports: The specific number of copies of the first and second drafts of a report plus the camera-ready original and number of final printed copies provided to SERO will be specified at the time a task order is submitted. The USGS will supply SERO with up to 20 copies of any reports published in the USGS report series or scientific journal. Additional copies of final reports or additional published USGS reports and journal articles will be furnished to SERO upon request. The USGS will notify SERO when such reports and journal articles are published for a period of at least three years following delivery of the final document.


h. Agreement Claims and Appeals. All claims arising under or relating to this MOU shall be resolved in accordance with Federal law and the terms of the individual interagency agreements.

- The USGS shall notify SERO of claims or appeals and shall submit requests to SERO for funds to cover such claims and appeals. Subject to the availability of funds, SERO shall promptly provide payment of judgments or settlements of claims and appeals.

i. Property/Equipment. If equipment is acquired as part of the project, such equipment will be accounted for and maintained during the term of the project in the same manner as USGS property. When the project terminates, disposition of the equipment will be as previously agreed to or as instructed by SERO. Such equipment will be delivered to locations requested by SERO, transferred to the USGS, or declared as excess. Cost of disposition shall be borne by SERO.

j. Dispute Resolution. The parties of this MOU shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the disputing party shall submit to a Dispute Resolution Committee (DRC)

7. AUTHORITY. This agreement is entered into pursuant to the authority contained in the Cooperative Agreements Act 41 U.S.C. 23 (in-house work only) and the Economy Act of 1932 (contracted out work), as amended (31 U.S.C. 1535). By execution of this agreement, SERO certifies that every order will be in the best interest of the Government and that the services set forth in the task orders arising herein cannot be provided as conveniently or cheaply by a commercial enterprise.


WILLIAM M. ALLEY
Chief, Office of Ground Water
US Geological Survey
Reston, Virginia

Date:

10/22/03


JOSEPH H. PLUNKETT
Director
Southeast Region
US Army Installation Management Agency

Date:

10/3/03